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platform. There is no reason to think that AT&T and BellSouth will not be able to implement the proposed solution, but they have not done so yet. The trunks between AT&T's OS/DA platform and the BellSouth 5ESS switches have not been installed or tested.

44. Moreover, there are substantial practical and logistical hurdles to implementation of customized routing on a commercial basis. First, although BellSouth employees are not required to provide line class codes when provisioning orders for BellSouth's own customers, BellSouth has asserted that AT&T will be required to identify the appropriate line class code on the Local Service Request for each new customer. BellSouth has attempted to require AT&T to provide this information even though the LSR form that AT&T submits to BellSouth for each new customer identifies the class of service to be provisioned for the customer. With this information BellSouth can determine and implement the appropriate line class code for the customer. For CLECs, however, BellSouth has constructed an information process flow through its legacy operations support systems that does not flow the CLEC-provided class of service information to the organization that is responsible for implementing line class codes. The burden BellSouth is attempting to impose on AT&T and other CLECs is clearly discriminatory.

45. Further, today there is no field for identifying line class codes on the standard industry LSR. Modifying AT&T's systems to provide the line class code information in the "Remarks" field of the LSR, using a so-called "floating" field, as BellSouth has

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suggested, would require a substantial investment of time and money. In addition, using the remarks field to identify the appropriate line class code also means that orders for AT&T customers, although transmitted electronically, will drop out for manual processing. Because AT&T already provides BellSouth with the information BellSouth needs to identify the appropriate line class code, both the additional expense to AT&T and the barrier to efficient processing of orders for its customers are completely unnecessary. BellSouth's failure to use the data it already has to provision orders for AT&T customers is certainly no basis for imposing additional costs on AT&T or other BellSouth competitors.

46. Second, BellSouth also has raised a significant hurdle to efficiently changing the line class codes for the thousands of resale customers AT&T has in Georgia today. AT&T suggested that it would submit a single order, requesting that the class of service for each of its existing customers be changed to provide for routing to AT&T's OS/DA platform. BellSouth, on the other hand, proposes to have AT&T submit a change order for each customer. BellSouth has also suggested that it would begin by converting 100 customers per business day. At that rate, however, it would take at least five additional months to route operator and directory assistance calls from all of AT&T's existing customers to AT&T's OS/DA platform. Unless BellSouth can significantly increase the pace of the conversions, it would be nearly a year between the time AT&T sought customized routing and the time all of

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its existing customers' operator services and directory assistance calls would be routed to AT&T OS/DA centers.

47. Customers whose orders for AT&T local service are only partially processed present particularly difficult logistical problems. Simply identifying these customers will be difficult, because the orders may be anywhere in the processing continuum at AT&T or at BellSouth. Ideally, the orders for these customers would be provisioned to have their operator and directory assistance calls routed to AT&T's OS/DA platform from the beginning. Otherwise, AT&T and its customers will suffer the inconvenience and unnecessary expense of having the class of service for each of the customers changed immediately after it is established. At this point, the parties have not agreed on a procedure for assuring that these orders are correctly provisioned.

48. Thus, five months after AT&T ordered customized routing to its OS/DA platform for its resale customers in Georgia, BellSouth remains unable to provide customized routing. AT&T's resale customers cannot access AT&T's OS/DA platform, and continue to receive BellSouth branded services. In light of the substantial practical issues that remain to be negotiated, it is unclear when BellSouth will be able to provide customized routing to AT&T's OS/DA platform for AT&T customers.

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2. BellSouth is not providing customized routing using Advanced Intelligent Network.

49. BellSouth is not currently offering to provide customized routing with AIN. Affidavit of Alphonso J. Varner, ¶ 120 ("BellSouth will provide selective routing to a CLEC's desired platform using line class codes subject to the availability of codes and in accordance with the SCPSC's Arbitration Order" "Should the codes become exhausted, new CLECs operating under the Statement will not be able to purchase this feature until: 1) a longer term, more efficient means of offering selective routing is available").⁸

50. AT&T has argued consistently that the preferred solution to customized routing is the use of AIN triggers, because it is significantly easier to administer and is the much better long term solution. The AIN solution for customized routing involves three basic steps: 1) activation of the switch triggers; 2) development of service control point ("SCP") data base software that will provide routing instructions to the switch; and 3) establishing an administrative process for updating the SCP data base.

⁸ While Mr. Varner's affidavit is clear on this point, BellSouth's SGAT might be misconstrued to suggest that AIN is available to provide customized routing today. See SGAT X., A., 3.d. (September 19, 1997); see also Affidavit of W. Keith Milner, ¶ 91 ("BellSouth has technical service descriptions outlining access to its 800 database, Line Information Database (LIDB), and AIN services as well as access to BellSouth's signaling and selective routing services." "BellSouth also has procedures in place for the ordering, provisioning, and maintenance of these services.") (emphasis added); id., ¶ 93.

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51. Today, there is no serious debate as to the technical feasibility of using AIN to provide customized routing. For example, Bell Atlantic is deploying an AIN solution for customized routing in the majority of its local switches and it has further agreed that it will work cooperatively with AT&T to tailor the deployment schedule to meet AT&T's specific market entry needs. Similarly, Southwestern Bell has committed to use AIN capabilities to provide customized routing to AT&T's OS/DA service centers by year-end 1997.

52. Indeed, BellSouth no longer disputes the technical feasibility of using AIN to provide customized routing. Letter from D.R. Hamby to Lawrence St. Blanc, July 24, 1997 (Attachment 6). Again, the issue is implementation. AT&T requested an implementation plan from BellSouth for its AIN capabilities, but BellSouth refused to commit to any timetable.⁹ Although BellSouth has stated generally that it plans to make AIN available in Louisiana by the "second or third quarter of 1998,"¹⁰ it has provided no indication of when AIN may be available in South Carolina.¹¹ In any event, a promise of future implementation of AIN is no evidence that BellSouth currently provides customized routing in accordance with the requirements of the Act. Ameritech Michigan Order, ¶ 55.

⁹ Letter from James Hill to Terrie Hudson, July 29, 1997 (Attachment 7).

¹⁰ Letter from D.R. Hamby to Lawrence St. Blanc, July 24, 1997 (Attachment 6).

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II. BELLSOUTH IS NOT PROVIDING OR OFFERING NONDISCRIMINATORY ACCESS TO OPERATOR AND DIRECTORY ASSISTANCE.

53. As the number of telecommunications services providers increases, it becomes increasingly difficult for consumers to distinguish among providers and, consequently, more important for each provider to find ways to distinguish itself from the competition and establish a strong identity in the minds of consumers. "Branding" or labeling telecommunications services by, for example, announcing the name of the provider at the beginning of an operator services call helps the provider establish its distinct identity in the marketplace and enhances name recognition. As the Commission recognized, "brand identification is critical to reseller attempts to compete with incumbent LECs and will minimize consumer confusion. Incumbent LECs are advantaged when reseller end users are advised that the service is being provided by the reseller's primary competitor." Local Competition Order, ¶ 971.

54. The Commission concluded therefore that "a providing LEC's failure to comply with the reasonable, technically feasible request of a competing provider for the providing LEC to rebrand ... in the competing provider's name, or to remove the providing LEC's brand name, creates a presumption that the providing LEC is unlawfully restricting access ... by competing providers" to operator services and directory assistance in violation of Section 251(b)(3) of the Act. In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, et al., Second

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Report and Order (August 8, 1996) ("Local Competition Second Report") ¶¶ 128, 148; see Local Competition Order ¶ 971 (refusal to provide technically feasible rebranding of operator and directory assistance services is presumptively an unreasonable restriction on resale).

Unless it is technically infeasible, therefore a CLEC should have the option of having operator and directory assistance services provided to its customers under its own brand or without any brand.

55. BellSouth claims that branded operator and directory assistance services are available in South Carolina. SGAT, ¶ VII., B., 3.; C., 5; Affidavit of Alphonso J. Varner, ¶¶ 131, 137. AT&T's experience with BellSouth in Georgia demonstrates that BellSouth is no more able to provide either branded or unbranded operator and directory assistance services for AT&T resale customers than it is able to provide customized routing.

56. Until customized routing is available, AT&T has sought to ensure that BellSouth not use its own brand name when providing operator and directory assistance to AT&T's customers. The Georgia commission agreed. In the arbitration between AT&T and BellSouth in Georgia, the Georgia commission said:

The Commission finds that it is technically feasible and appropriate for BellSouth to brand operator and directory service calls that are initiated from those services resold by AT&T. If for any reason BellSouth finds that this is not possible to implement for AT&T, BellSouth shall revert to generic branding for all local exchange service providers, including itself.

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In re: Petition by AT&T for Arbitration of Interconnection Rates, Terms and Conditions with BellSouth Telecommunications, Inc. Under the Telecommunications Act of 1996, Docket No. 6801-U (December 4, 1996) at 30 (emphasis added in part).

57. AT&T and BellSouth executed an interconnection agreement for Georgia in February, 1997. While BellSouth has been unable to provide customized routing to AT&T's OS/DA platform in the intervening months, in April, 1997, BellSouth began branding its own directory assistance service for the first time. Consequently, since April, calls to directory assistance from AT&T resale customers have been branded with the BellSouth brand.

58. Under the Georgia commission's order, once BellSouth began branding services to its own customers it was required to supply the AT&T brand on services to AT&T resale customers or stop branding all services. AT&T therefore protested that BellSouth should not be providing BellSouth-branded directory assistance to AT&T resale customers: "Until BellSouth is able to provide AT&T with AT&T branded services, BellSouth must revert to generic branding for all affected services including operator services, directory assistance services and repair calls that are initiated from services resold by AT&T." Letter from William J. Carroll (AT&T) to Charlie Coe (AT&T) (June 2, 1997) (Attachment 8).¹²

¹² See also Letter from Charles B. Coe (BellSouth) to William J. Carroll (AT&T) (May 20, 1997) (Attachment 9) at 2 ("Currently, AT&T Georgia has advised BellSouth that it intends to order Selective Routing on resold lines and will route AT&T end-user Operator and Directory Assistance calls to its own platform. Furthermore, AT&T has indicated that its current

(continued...)

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59. BellSouth refused to unbrand its services. During a meeting in June, 1997, BellSouth stated that it was willing to provide AT&T-branded or unbranded directory assistance services exclusively for AT&T customers, but that developing the capability to do this would delay implementation of customized routing to AT&T's OS/DA platform, because similar work with line class codes was required and the same people would be involved in both projects.

60. AT&T insisted that BellSouth complete implementation of customized routing to AT&T's OS/DA platform as expeditiously as possible. Because BellSouth could not provide AT&T-branded or non-branded services for AT&T resale customers without interfering with implementation of customized routing, AT&T demanded that BellSouth stop branding all services, in accordance with the explicit requirements of the Georgia commission's order.

61. Discontinuing BellSouth branding on all directory assistance services could have been accomplished by simply disabling the BellSouth brand announcement, with a minimal expenditure of time and energy. Further, in my view, a temporary suspension of

¹² (...continued)

Directory Assistance resold service readiness lines are to be branded"); Letter from William J. Carroll (AT&T) to Charles B. Coe (BellSouth) (May 6, 1997) (Attachment 10) at 2 ("Section 19 [of the interconnection agreement] requires BellSouth to brand all services and elements as AT&T Services and Elements, unless BellSouth unbrands such services for itself, in which case AT&T shall be provided unbranded services and elements.")

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branding until BellSouth could comply with its obligations under the Act would not have resulted in any significant disruption of service or customer inconvenience, especially since BellSouth had only recently begun branding directory assistance.

62. Nonetheless, BellSouth continues to use its own brand on all of its services, including those resold by AT&T. According to BellSouth, it had no obligation to stop branding its own services, because it had "offered" AT&T-branded or unbranded services, pending implementation of customized routing to the AT&T OS/DA platform. Nothing in the Commission's orders suggests that the Act permits BellSouth or any other BOC to avoid one set of obligations under the Act by asserting that it will be unable to comply with other obligations under the Act. Nor should AT&T be forced to forego timely access to customized routing to receive AT&T-branded or unbranded services. Under the Act, AT&T is entitled both to customized routing to the extent it is technically feasible, and it is entitled to branded services if BellSouth chooses to brand its own services. Until BellSouth can provide selective routing or unbranded services, it should not be permitted to use its own brand when handling OS/DA calls from CLEC customers.

63. As described above, BellSouth is still not providing customized routing to AT&T's OS/DA platform in Georgia. And BellSouth refuses to make its OS/DA service available for resale on a rebranded or unbranded basis. BellSouth has offered no proof that it is capable of providing customized routing, or will unbrand its own service in South Carolina.

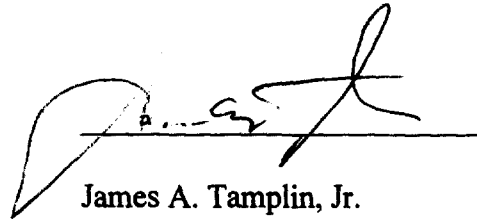
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There is thus no basis for finding that BellSouth has made "nondiscriminatory access to ...
operator services [and] directory assistance" available in South Carolina today. 47 U.S.C. §
251(b)(3).

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I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge and belief.

Executed on October 15th, 1997



James A. Tamplin, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME this __ day of October 1997.



Notary Public

My Commission Expires:

Notary Public Gwinnett County, Georgia
My Commission Expires March 14th, 1999

Date

ATTACHMENT 1

RECEIVED SEP 16 1997

BELLSOUTH

BellSouth Telecommunications, Inc. 404 527-7020
Suite 4511 Fax 404 521-2311
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Mark L. Felder
President - Interconnection Services

September 12, 1997

William J. Carroll
Vice President
AT&T Communications, Inc.
Room 4170
1200 Peachtree Street
Atlanta, Georgia 30309

Re: Your August 29, 1997, letter to Duane Ackerman

Dear Jim:

As committed on September 5, 1997, I am responding to the issues discussed in your August 29, 1997 letter to Duane Ackerman. Let me begin by saying BellSouth is not delaying AT&T's entry into the local market. BellSouth has expended hundreds of millions of dollars on, and has dedicated hundreds of employees to, the sole task of assisting new local service providers such as AT&T in entering the local market. The task, as you admitted in your August 1, 1997 letter, is not without tremendous challenges. Other local providers are entering the local market, investing in their own facilities, and are competing with BellSouth and winning local customers. These local providers are using the systems in which BellSouth has been investing hundreds of millions of dollars and are finding that they allow for real competition. Local competition is here and will continue to grow whether AT&T enters the market now or some time in the future.

Addressing your assertion that there is an "increasing tendency to push downward within BellSouth employee ranks, responsibility for critical issues," given the number and complexity of the implementation issues involved, both companies need to empower employees with expertise and knowledge in many disciplines at many levels to move forward and resolve implementation issues. Our role as members of upper management is to provide policy direction and support to those empowered by us. As an officer of BellSouth, I am involved with determining the policies of BellSouth as well as guiding the essential individuals in my department in the resolution of major issues concerning the implementation of AT&T interconnection agreements as well as the implementation of other agreements BellSouth has executed. BellSouth will continue to devote the time and energy of many highly capable people, and significant capital, to meeting AT&T's demands together with the needs and demands of the hundred plus other new local service providers that have contracted with BellSouth for interconnection services.

BellSouth has stated to AT&T at least three times in writing and numerous times verbally that BellSouth is committed to continuing operational testing of the combined unbundled loops and ports (UNE-P as you refer to it) in Florida and Kentucky and that it has committed the

appropriate personnel to support this process. To date, AT&T has, pursuant to Attachment 4, section 2.2 of the BellSouth /AT&T Interconnection Agreement, identified and described only four combinations, which were received by BellSouth in April of 1997. Rather than responding to BellSouth's written and verbal commitments by identifying any further combinations, or sending additional orders and testing of the systems, AT&T has only continued to "paper the record" with assertions that BellSouth is not committed to testing. BellSouth hereby once again reaffirms that it stands ready, willing and able to test the UNE ordering, provisioning and billing systems. It is only through such testing that the companies can determine and address where the problems, if any, lie. While BellSouth believes it is aware of AT&T's UNE testing requirements for Florida and Kentucky, if AT&T believes that a restatement of those testing requirements is required, then by all means communicate them to BellSouth again.

You further requested that BellSouth confirm certain positions regarding the 8th Circuit Court of Appeal's July 18, 1997 opinion as well as the recently announced FCC decisions regarding both Ameritech's 271 application and Shared Transport. Following are BellSouth's responses to your confirmation requests.

AT&T's confirmation request:

1. BellSouth will provide all combinations of unbundled network elements, including those that BellSouth asserts may replicate existing BellSouth services, at rates based on forward-looking economic costs;

2. BellSouth will not separate unbundled network elements requested by AT&T where such elements are currently combined in BellSouth's network. That is, where AT&T orders combinations of UNEs that in the ordinary course are already combined within BellSouth's network, such as the platform being ordered in Florida, BellSouth will provide these elements as combined in BellSouth's network; and

3. BellSouth will impose no additional charges above the sum of the rates for all applicable UNEs contained in our interconnection agreements for UNEs that are already combined in BellSouth's network.

BellSouth's response:

The 8th Circuit plainly stated that the Act "unambiguously indicates that the requesting carriers will combine the unbundled network elements themselves." Therefore, there is no legal duty on the part of BellSouth to provide combined network elements to AT&T. BellSouth will provide to AT&T, at the rates established by the various state commissions, the individual network elements delineated in the AT&T/BellSouth Interconnection Agreement, and AT&T may combine the ordered elements in any fashion it chooses. Further, consistent with the 8th Circuit's ruling, if it is AT&T's plan to utilize all BellSouth network elements to provide finished telephone service, AT&T may purchase all of the individual unbundled network elements needed to provide finished telephone service, but AT&T must combine the necessary elements. The 8th Circuit ruling clearly finds, however, that BellSouth, as an ILEC, has no obligation to do so. The 8th Circuit expressly stated in upholding the FCC's rule that "[our] ruling finding that [the Act] does not require an incumbent LEC to combine the elements for a requesting carrier establishes that requesting carriers will in fact be receiving the elements on an unbundled basis." Thus, the only meaning that can now be given to FCC Rule 51.315(b) is that an

incumbent LEC may not further unbundle a network element to be purchased by another local provider unless explicitly requested to do so by that provider. The rule cannot be read as requiring ILEC's to deliver combinations to providers such as AT&T. BellSouth, however, is examining the viability of providing various combinations of UNEs as a service to its interconnection customers. Such service offerings would have prices that reflect the 8th Circuit's finding that the use of unbundled network elements involves greater risk to the other provider than does resale.

BellSouth nonetheless recognizes that the interconnection agreements that have been executed thus far obligate BellSouth to accept and provision UNE combination orders. Thus, until the 8th Circuit's opinion becomes "final and non-appealable," BellSouth will abide by the terms of those interconnection agreements as BellSouth expects AT&T will. Accordingly, assuming execution of the Alabama agreement, BellSouth will accept orders for and provision the four UNE combinations identified and described by AT&T pursuant to Attachment 4, section 2.2 of the Agreements. In all states except Kentucky (Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee), when AT&T orders a combination of network elements or orders individual network elements that, when combined, duplicate a retail service provided by BellSouth, BellSouth will treat, for purposes of billing and provisioning, that order as one for resale. In Kentucky, when AT&T orders a combination of network elements or orders individual network elements that when combined duplicate a retail service provided by BellSouth, BellSouth will treat the order for purposes of billing and provisioning, as one for unbundled network elements. In all states, when AT&T fulfills its obligation under Attachment 4, section 2.2 and identifies combinations of unbundled network elements that, when combined do not duplicate a retail service, BellSouth will accept and provision that order as one for unbundled network elements priced at the individual network element rates. In Alabama, where BellSouth and AT&T have not yet executed an interconnection agreement, BellSouth is willing, until the 8th Circuit's opinion becomes final, to execute an interconnection agreement that reflects the terms described above. That agreement would be subject to modification as discussed below. This interim accommodation is consistent with what BellSouth and AT&T have done in other states. I understand that such an interconnection agreement has been proposed and I will instruct Jerry Hendrix to execute that agreement after he has had a opportunity to fully review the agreement.

Immediately upon the 8th Circuit's opinion becoming final, BellSouth expects, pursuant to section 9.3 of the General Terms and Conditions of the Interconnection Agreement, that the interconnection agreements will be modified to remove all references to BellSouth's obligation to combine unbundled network elements for AT&T and to otherwise reflect the Court's decision. If following these modifications, AT&T believes that, rather than directly meeting its obligation under the Act to do the combining of any BellSouth UNEs, it would prefer to have BellSouth perform services related to combining and/or operating and maintaining combined elements, BellSouth, as stated above, would consider such a request and be prepared to enter into negotiations regarding appropriate terms and conditions.

4. Florida UNE Testing - Billing

Concerning the billing received by AT&T in the Florida testing, I offer the following corrections and clarifications. For the UNE-P orders involved with this test, the following elements may be billed in the CRIS billing system:

CRIS

Unbundled Local Switching - Line Port (ULS-LP) (NRC + Monthly recurring)
 Unbundled Local Switching - Switching Functionality (ULS-SF) (per MOU)
 Unbundled Local Switching - Trunk Port (ULS-TP) (per MOU)
 Unbundled Tandem Switching - Switching Functionality (UTS-SF) (per MOU)
 Unbundled Tandem Switching - Trunk Port (UTS-TP) (per MOU)
 Unbundled Interoffice Transport - Shared (UIT-S) (per MOU and per MOU-mile)
 Operator and DA elements (have not been implemented for this testing timeframe)

As of August 14, 1997, BellSouth has the capability to bill the MOU based switching and transport elements for all local direct dialed calls originating from ULS-LPs (or in this case UNE-Ps). In your list, you also included Unbundled Interoffice Transport - Dedicated (UIT-D), Unbundled Packet Switching (UPS), AIN, LIDB, SS7 Signaling, 800 Database, Directory Access to DA Service, Directory Assistance Transport and Directory Assistance Database Service. These elements are not applicable for the scenarios that you have requested to be tested in Florida and Kentucky.

You also stated that AT&T has yet to receive the daily usage recordings that BellSouth agreed to transmit during the Florida test. As issues regarding daily usage recording were encountered, they were addressed by BellSouth and corrective actions were taken. Further testing was limited due to the lack of actual usage found on the four accounts. The Jan Burriss/Pam Nelson team that meets regularly to discuss and resolve issues recently agreed that the testing team should formalize the usage recording testing. The team agreed to implement a logging system so that the users would record their various calls, time of day, type of call, duration, etc., and provide the log to BellSouth so that BellSouth could follow the call through its systems.

In connection with the UNE concept test, BellSouth is not currently sending AT&T access records associated with UNEs. Pursuant to the law at the time, BellSouth's position had been that BellSouth should continue to bill access to the IXC and that transmitting records was therefore not required. Subsequent rulings now appear to support the need for BellSouth, in instances where the use of unbundled network elements is not duplicating an existing BellSouth service, to send records in order for the local provider to bill the IXC interstate access. Given these changes, BellSouth concurs that BellSouth and AT&T need to come to an agreement of the formatting of these access records. In addition, BellSouth and AT&T need to work through industry fora to reach agreement on standards for record exchange and meet point billing.

BellSouth does not agree with your assessment of BellSouth's participation on Call Flow discussions. BellSouth met with your representatives in May of 1997, and participated on a conference call in June of 1997 in an attempt to reach agreement. However, due to key differences in the underlying positions of the companies, the representatives were not able to reach agreement except for those call flows for intraswitch local calls. BellSouth, as always, stands ready to meet with AT&T to further discuss call flows and it is my understanding that such a meeting has been scheduled.

I trust that this answers any question you may have had. BellSouth, as it has consistently done in the past, is prepared to discuss all issues that AT&T may raise. To the extent you have any

further questions or comments regarding BellSouth's policies or major issues regarding implementation of the AT&T/BellSouth interconnection agreement, please direct them to me.

Regards,

M. L. Feidler
Mark Feidler

ATTACHMENT 2



BellSouth Telecommunications, Inc. 404 527-7620
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675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Mort L. Feldler
President - Interconnection Services

May 29, 1997

Mr. A. J. Catabrese
LIAM Vice President
AT&T
Room 10144
1200 Peachtree St.
Atlanta, GA 30309

Dear Al:

This is in response to your letter dated May 23, 1997, regarding your request that BellSouth provide information concerning billing for Unbundled Network Elements [UNE].

The State Commissions in the BellSouth region, with the exception of Kentucky¹, have ruled that the recombination of network elements for the purpose of providing a service, which is essentially the equivalent of an existing BellSouth retail service, should be priced and treated as a resold retail service and not as the simple combination of two or more unbundled network elements. What AT&T refers to as "UNE-Ps", as we understand it, are recombinations of elements which equate to existing retail services and, therefore, should be priced and treated in those states as resold retail services. Our response to your letter is predicated on that understanding.

We understand that AT&T has appealed several of these rulings, and in fact, we have appealed the Kentucky ruling touching on this subject. Therefore, the answers we give you at the present time have to be taken with the understanding that what we say is predicated on our understanding of the law as it applies today, which may, of necessity, be modified as things change and evolve in the courts, at the FCC and in front of the state commissions. We say this because we fully intend to comply with the law and all applicable orders and regulations, as well as any pronouncements having the force and effect of law, and we recognize, and expect that you recognize, that subsequent events may affect our current positions.

Subject to the foregoing, attached is a matrix which restates AT&T's questions and provides BellSouth's positions on each issue. Of course, our responses are based on our understanding of the "services," such as "local calls, intra-switch," which you have attempted to identify in your letter. We are certainly willing, however, to conduct further discussions with you on these matters should it appear, from our response, that we have misapprehended your specific question.

¹ We acknowledge that there is also a question about the status of this issue in Florida. The Florida Public Service Commission evidently feels that it has not yet ruled on the pricing for recombined UNEs that are the exactual equivalent of BellSouth's retail services. Until this is resolved we intend to treat requests for recombined UNEs which will substantially replicate existing retail services in the same manner as such requests received in our states other than Kentucky.

Mr. A. J. Calabrese
May 29, 1997
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I trust that this letter provides you with the information desired to clarify BellSouth's position regarding UNEs. BellSouth wishes to continue to work with AT&T to clearly communicate information in the most effective manner possible.

Quinton Sanders (770-492-7560) or Terrie Hudson (770-492-7590) are available to provide additional information to you and your staff.

Sincerely,

 M. L. Fidler

Attachment

MATRIX

1. When AT&T orders UNE-P, what will BellSouth bill for:

- Local Calls, Intra-Switch?
- Local Calls, Inter-Switch?
- Toll Calls, IntraLATA?
- Toll Calls, Intrastate (InterLATA)?
- Toll Calls, Interstate (InterLATA)?

	All BST states Except Kentucky	Kentucky
Local Calls, Intra-Switch	BST will bill AT&T discounted flat rate local service	BST will bill AT&T for each UNE utilized
Local Calls, Inter-Switch	BST will bill AT&T discounted flat rate local service	BST will bill AT&T for each UNE utilized
Toll Calls, IntraLATA*	BST will bill AT&T discounted IntraLATA Toll	BST will bill AT&T discounted IntraLATA Toll
Toll Calls, Intrastate (InterLATA)**	BST will bill the IXC access	BST will bill the IXC access
Toll Calls, Interstate (InterLATA)**	BST will bill the IXC access	BST will apply appropriate UNE usage charges

2. When AT&T provides services through UNE-P, what information is BellSouth recording and sending AT&T?

	All BST states Except Kentucky	Kentucky
Local Calls, Intra-Switch & Local Calls, Inter-Switch	BST will not record and send records for originating local calls.	BST will record and send records for originating local calls.
Toll Calls, IntraLATA*	BST will record and send records for toll calls.	BST will record and send records for toll calls
Toll Calls, Intrastate (InterLATA)**	BST will record and bill access consistent with what BST does today	BST will record and bill access consistent with what BST does today
Toll Calls, Interstate (InterLATA)**	BST will record and bill access consistent with what BST does today	BST will record and bill appropriate UNE usage charges

3. When AT&T provides services through UNE-P, what will the UNE bill contain: format, elements, BAN, etc.?

	All BST states Except Kentucky	Kentucky
Local Calls, Intra-Switch & Local Calls, Inter-Switch	BST will bill AT&T in a CRIS format until CABS formats are developed and implemented.	BST will bill AT&T UNE in a CRIS format until CABS formats are developed and implemented.
Toll Calls, IntraLATA*	BST will bill AT&T in a CRIS format until CABS formats are developed and implemented.	BST will bill AT&T in a CRIS format until CABS formats are developed and implemented.
Toll Calls, Intrastate (InterLATA)**	BST will bill the IXC access using existing CABS formats.	BST will bill the IXC access using existing CABS formats.
Toll Calls, Interstate (InterLATA)**	BST will bill the IXC access using existing CABS formats.	BST will bill IXC UNE in a CRIS format until CABS formats are developed and implemented.

* This assumes that AT&T is using BST resold IntraLATA toll.

** Positions may change as a result of Federal Court Appeals, Stays, and/or applicable Commissions' Orders.

ATTACHMENT 3

RECEIVED OCT 8 1997



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Jill R. Williamson
Local Services Program Manager

Room 12255
Promenade I
1200 Peachtree St. NE
Atlanta, GA 30309
404 810-8562

October 3, 1997

Ms. Jo Sundeman
BellSouth Interconnection Services, Inc.
Suite 410
1960 West Exchange Place
Tucker, GA 30084

Jo,

As part of our Unbundled Network Elements Platform (UNE-P) test in the state of Kentucky, we have attempted to order 900 blocking and Call Hold on two of our participants lines. For the 900 blocking, we entered the appropriate TCIF code for 900 blocking in the TBE field and BellSouth indicated on its' Clarification Form that there is no such thing as TBE M. For the Call Hold Feature, we entered the appropriate feature code listed in the TCIF guidelines. BellSouth stated on its' Clarification Form that AT&T could not order Call Hold as a separate feature, that we have to order it as part of BellSouth's Prestige service.

I need for you to clarify BellSouth's rationale for not processing these orders as they were submitted. If BellSouth has further guidelines for ordering such features, please provide me with the appropriate documentation. If it is BellSouth's intention not to process these orders based on a BellSouth policy, please advise me of BellSouth's position.

I would appreciate your response in writing by Wednesday, October 8, 1997. If you have any questions, please call me on 404-810-8562.

Jill Williamson

cc: Jan Burris
Pam Nelson
James Hill